

**The U.S. General Services Administration Invites You To Participate
In The Online Auction Of**

14788 W Phipps Rd, Hayward, WI (Offsite Removal)

****NO LAND IS INCLUDED IN THIS SALE****

IFB Number: CHICA115025001

This property is located in Hayward, Wisconsin, St. Croix Scenic Riverway National Park, and is a log home with 3 bedrooms, 1 bath, kitchen, and living/dining room. FOR OFFSITE REMOVAL ONLY. NO LAND IS INCLUDED IN THIS SALE.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **June 29, 2015, 1pm Central Time**

End Date: **Based on Bidding**

Starting Bid: **\$1.00**

Registration Deposit: **\$1,000**

Bid Increment: **\$1.00**

**Send Bid Form and Registration
Deposit to:**

U.S. General Services Administration
Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland

Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Click on Wisconsin to view and download
Property Sales information.

Sales Information

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

Inspection Opportunity:

To be announced at <http://realestatesales.gov>

Online Auction

RealEstateSales.gov

Register and submit your bid

Online Auction Assistance

Arthur T. Ullenberg
Phone: (312) 353-6039
E-mail: arthur.ullenberg@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION

Property is located at 14788 W Phipps Road, Hayward, Wisconsin, in the St. Croix Scenic Riverway National Park.

2. SALE DESCRIPTION

The Property was built in approximately 1960 and the living area is approximately 1,800 square feet. This log home has 3 bedrooms and 1 bath with a living/dining room, and kitchen. **NO LAND IS INCLUDED IN THIS SALE.**

3. ENVIRONMENTAL INFORMATION

Lead-based paint and asbestos may be present at the Property.

4. SPECIAL DEPOSIT REQUIRED.

Please refer to Paragraph 19, Page 8, for details on the special deposit required for this sale.

GENERAL TERMS OF SALE

1. DEFINITIONS

The terms described in paragraphs A through Z below shall have the meanings set forth therein.

A. ACCEPTED BID

The term "Accepted Bid" refers to a Bid that the Government elects to accept.

B. ADDITIONAL DEPOSIT

The term "Additional Deposit" is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

C. AGREEMENT OF SALE

The "Agreement of Sale" is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

D. AS-IS

The term "As-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property "with all faults", whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

E. AUCTION

The term "Auction" is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

F. BACKUP BIDDER

The term "Backup Bidder" refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

G. BID

A "Bid" is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

H. BID INCREMENT

The "Bid Increment" is a specified amount of money posted on the Website.

I. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the Property.

J. BIDDER REGISTRATION FORM

The term "Bidder Registration Form" refers to the form titled "Bidder Registration for Purchase of Government Property."

K. CLOSING DATE

The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.

L. EIN

The term "EIN" refers to an entity's Employer Identification Number.

M. GOVERNMENT

The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."

N. GSA

The term "GSA" refers to the United States General Services Administration, a federal agency.

O. HIGH BID

The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid."

P. INACTIVITY PERIOD

The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

Q. INITIALLY ANTICIPATED CLOSE OF AUCTION

The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.

R. INVITATION FOR BIDS

The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Specific Terms of Sale; Instructions to Bidders; Bidder Registration Form for Purchase of Government Property. Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.

S. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

T. PURCHASE PRICE

The "Purchase Price" is the amount of money offered in the Accepted Bid.

U. PURCHASER

The term "Purchaser" refers to the Bidder of the Accepted Bid, and is used interchangeably with "Grantee."

V. REGISTRATION DEPOSIT

The term "Registration Deposit" is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

W. SSN

The term "SSN" refers to a Social Security Number.

X. TIN

The term "TIN" refers to a Tax Identification Number.

Y. WHERE-IS

The term "Where-Is" means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

Z. WEBSITE

The term "Website" refers to the GSA Auctions® website, GSAuctions.gov, which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property are based on information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of Sale, or claim by Purchaser for allowance, refund, or deduction from the Purchase Price.

3. INSPECTION

- A. The Website will be updated to include any dates on which the Property will be open for inspection.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a Bid. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Bid after the start of the Auction. **No one will be allowed access to the Property without the presence of a GSA employee or designee.**

4. AGREEMENT OF SALE

This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "**Agreement of Sale**"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified,

revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

5. CONDITION OF PROPERTY

The Government is offering the Property for sale **"AS IS" AND "WHERE IS"**, disclaims any and all express or implied warranties and specifically makes no warranties of title, habitability, merchantability, suitability, and fitness for any purpose. This includes, but is not limited to, representations or warranty concerning the title, zoning, development potential, character, condition, size, quantity, quality, and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt, or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

6. ZONING

Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the Bidder. The Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any Agreement of Sale.

7. RISK OF LOSS

As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (a) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (b) to avail itself of any and all legal or equitable rights which it may have under law.

10. GOVERNMENT LIABILITY

If the Government accepts a Bid and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, then unless otherwise expressly provided in this IFB, the extent of the Government's liability to the Purchaser shall be strictly limited to all amounts of money Purchaser has paid to the Government without interest whereupon the Government shall have no further liability to the Purchaser.

11. TITLE

If a Bid is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

12. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to: (a) any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties including, without limitation, any and all such covenants, reservations, easements, restrictions, encroachments, and rights for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads, and other rights-of-way, and (b) any easements, reservations, rights, and covenants reserved by the Government herein.

13. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

- A. The closing date of the sale (the "**Closing Date**") will be set by the Government and will be no later than thirty (30) calendar days after acceptance of the Accepted Bid. Notwithstanding the prior sentence, the Government reserves the right to extend the Closing Date for a reasonable amount of time.
- B. By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument or instruments of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of the Property.

15. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY

- A. The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).
- B. Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

16. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

- A. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (1PZC)
230 South Dearborn Street, Room 3774
Chicago, Illinois 60604
Attn: Arthur T. Ullenberg

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of the Agreement of Sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the Agreement of Sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property.

18. ANTITRUST LAWS

The Agreement of Sale may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any Bid in unfavorable advice is received from said Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

19. SPECIAL DEPOSIT

In addition to the bid deposit provided for under Paragraph 5 of Instructions to Bidders, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government a certified check or cashier's check payable to the order of "U.S. General Services

Administration” as a special deposit in the amount of \$5,000.00. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraphs 29 and 30 of these General Terms of Sale can be collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 31 of these General Terms of Sale can be paid.

- A. If the removal operations are performed by the Purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the Purchaser without interest.
- B. If the removal operations are not performed by the Purchaser to the complete satisfaction of the Government, and the Property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the Purchaser without interest after such costs have been paid, or will be returned to the Purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

20. OFF-SITE REMOVAL

Purchaser shall assume full responsibility for the building and remove it entirely from the site. Concrete walls and foundation materials do not have to be removed but shall be broken down in place to the satisfaction of the Government with all pipes, conduits, etc removed prior to backfilling the site. All building structures and/or materials shall be taken down and all areas disturbed by equipment used to remove the building shall be backfilled to natural grade of the site to the satisfaction of the Government. Any backfill material will be from a weed seed free source approved by the Government. All structures/materials will be removed from the site for disposal at the Purchaser's expense. Any heavy equipment (such as a back hoe or excavation equipment) used by the Purchaser shall be cleaned of weed seed prior to entering the site. Travel of wide loads via public roads shall be accomplished in compliance with all traffic regulations.

21. SITE RESTORATION

- A. All salvage and removal operations shall be conducted in a workmanlike manner.
- B. The Purchaser will be required to remove from the site all materials and/or debris resulting from the removal of the building and cleanup of the site to a “rake clean” condition to the satisfaction of the Government.
- C. The site shall be clean and holes and excavations resulting from removal operations shall be backfilled to the natural grade of the site to the satisfaction of the Government.

22. UTILITY CONNECTIONS

- A. Purchaser shall disconnect and leave in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and outside connections in the removal operations.
- B. Any underground utility facilities shall be permanently capped at the entrance to the buildings in a manner satisfactory to the Government two (2) feet below normal ground level of the existing underground horizontal run of piping.

23. COMPLIANCE WITH REGULATIONS

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises.

24. LIABILITY AND INDEMNITY

The Purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the Purchaser for the removal of the property. The Purchaser further agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any part or all of it.

25. RESPONSIBILITY

The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of the contract for purchase and removal. The Purchaser, acting himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in the operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

26. NECESSARY PERMITS

All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivisions, private person, utility company, or others having jurisdiction thereover, shall be obtained by the Purchaser at his own expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

27. EXPENSE OF REMOVAL AND RESTORATION

Purchaser shall assume all expenses resulting from the above removal or improvements and site restoration.

28. TIME LIMIT ON REMOVAL

Salvage operations must be completed within 120 days from the date of conveyance.

29. TIME EXTENSIONS

- A. Any change to the established removal operations deadline is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of the removal operations deadline.
- B. It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations.
 - 1) If the Government grants an extension, the resulting liquidated damages shall be \$25 per day per item, for a minimum of 20 days, for the period from the removal operations deadline to the final day specified in the extension being granted at that time.
 - 2) The amount due for the time period of the extension is payable in full before the removal operations deadline.

- 3) If the Purchaser does not pay said amount before the removal operations deadline, the purchaser shall be liable for failure to complete removal operations before the removal operations deadline.

30. DAMAGES FOR FAILURE TO COMPLETE TIMELY REMOVAL

- A. Purchaser shall be liable to the Government for failure to complete removal operations for any item before the removal operations deadline, except as provided in Paragraph 32, Causes Beyond the Control of Purchaser.
- B. Liquidated damages shall be \$35 per day for the period from the removal operations deadline, to the day upon which the Government determines that the removal operations have been completed or until the day the property is determined by the Government to be forfeited.

31. FORFEITURE OF PROPERTY – LIABILITY FOR REMOVAL COST

- A. If Purchaser fails to complete the removal obligations to the complete satisfaction of the Government before the removal operations deadline, the Government may, at its option:
 - 1) Declare forfeited the property or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the Purchaser and make whatever disposition it elects with regard to the Property and materials resulting from such removal; AND
 - 2) Declare forfeited the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on the account, including any special deposit and any payments made towards the full amount of purchase; AND
 - 3) Collect damages in accordance with Paragraph 30 of the General Terms of Sale, Damages For Failure to Complete Timely Removal.

32. CAUSES BEYOND CONTROL OF THE PURCHASER

- A. Purchaser shall not be liable for damages resulting from failure to complete timely removal operations, if:
 - 1) The delay in completion of removal obligations arises from unforeseen causes beyond the control of Purchaser including, but not limited to acts of God, acts of the public enemy, acts of the Government, acts of another purchaser in the performance of a contract with the Government, etc; AND
 - 2) The Purchaser, within 5 days from the beginning of such delay notifies the Government in writing of the causes of the delay; AND
 - 3) The Government ascertains the facts and the extent of the delay and extends the time for completing the removal without liability on the part of the Purchaser.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on June 29, 2015 at 1:00 p.m. (Central Time).

2. TYPE OF SALE

The sale of the Property will be conducted through an online auction on the Website (the "Auction").

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. The Purchaser must arrange their own financing and pay the balance of the Purchase Price in full by the Closing Date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

4. STARTING BID

The starting bid is \$1.00. Such amount does not represent the value of the Property but rather provides a reasonable starting point for the Auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all Bids.

5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process. All steps must be fully completed in the manner described below.

1) Complete Online Registration

- a) Bidders must register online at the Website. Once on the Website, click on "Register," establish a Username and Password, and provide the requested account information. A Username and Password are used to register online and to place Bids. The required password must be between eight and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. **Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB.** A Bidder who previously registered on the Website can login using the Username and Password that such Bidder previously established. It is the Bidder's responsibility to establish its Username and Password on the Website. In the event a Bidder forgets their Username or Password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten Username and/or Password.
- b) A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.

- c) In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit.
- d) A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. **The credit card information provided as part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file.**
- e) For more information and assistance with the online registration process, please go to the Website.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration Form" that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$1,000.00 (the "**Registration Deposit**") must accompany a Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check, or credit card (Visa, MasterCard, Discover or American Express). Notwithstanding the prior sentence, if the Registration Deposit for the Property is greater than \$49,999.99, a credit card cannot be used to provide the Registration Deposit. Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." If a Registration Deposit will be paid by credit card, Bidders must also provide the requested credit card information under the portion of the Bidder Registration Form titled "Registration Deposit." The Registration Deposit cannot be made via the Website. All Registration Deposits paid by cashier's check or certified check will be deposited with the U.S. Treasury, in a non-interest bearing account, promptly following the Government's receipt of the same.
- b) Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury in a non-interest bearing account immediately upon receipt.

B. To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland

- 1) If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by fax at (617) 565-5720.
- C. At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder's Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.
- D. It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the Auction until the entire registration process is complete.
- E. Registration may occur any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder's registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.
- F. In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

6. BIDDING IN GENERAL

- A. After successful completion of the registration process described above, Bidders are permitted to participate in the Auction. Registered Bidders may place Bids by following the instructions on the Website. By submitting a Bid through the Website, each Bidder agrees that its Bid is a binding offer to purchase the Property. This means that Bidders are legally bound by any and all Bids submitted using such Bidder's Username and Password.
 - 1) The Website provides up-to-date information on a Bidder's bidding status. A Bidder can check their bidding status by clicking on the "Bid History" section of the Website.
- B. Bids received through the Website are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and any other time indicated, displayed, or otherwise stated or represented by a Bidder.
- C. Bids must be submitted without contingencies.
- D. The Website does not permit any party that is currently in default for non-payment or non-removal of items under any GSA auction to place a Bid. Once such party cures their default (and has registered to become a Bidder in accordance with the terms of this IFB), the Bidder will be permitted to place a Bid on the Website.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidders are strongly encouraged to monitor bidding activity on the Website. Bids are immediately posted on the Website upon receipt. If a Bidder does not have the High Bid and the Auction has not closed, that Bidder can place another bid. Bids cannot be lowered or

cancelled provided, however, that a Bidder can decrease the maximum amount of its proxy Bid to the extent and in the manner described in the Flat Bidding and Proxy Bidding; Increasing a Bid Online section below.

- B. If a Bid is not accurately shown on the Website, call GSA at (617) 565-5700. Bidders are urged to pay close attention to the Website which will contain new, revised, and useful information regarding the High Bid, the Bid Increment, and the closing date of the Auction. It is each Bidder's responsibility to monitor the Website for any updates to the Property and the IFB.

8. FLAT BIDDING AND PROXY BIDDING; INCREASE A BID ONLINE

- A. The Website allows Bidders to place flat Bids or proxy Bids:

- 1) A flat Bid is a Bid with an amount that is at least the then lowest amount that the Website will allow to be placed in order to participate in the Auction. This means that a flat Bid will be either: (i) an amount that is at least the starting amount of the Auction (if a Bidder is the first Bidder to place a Bid); or (ii) an amount that is at least the then current High Bid plus the Bid Increment. This amount will not increase unless such Bidder manually submits another Bid on the Website.
- 2) Proxy bidding provides a Bidder with the ability to submit a Bid with a maximum amount that a Bidder is willing to pay for the Property, provided, however, that such maximum amount must be greater than the then current High Bid plus the Bid Increment. Note that such maximum does not need to be a numeric multiple of the Bid Increment, but must be a whole dollar amount. If a Bidder uses proxy bidding, the Website will automatically incrementally Bid on that Bidder's behalf to keep that Bidder's Bid as the then current High Bid until such maximum amount is reached. This means that, in certain instances, an amount greater or lesser than the Bid Increment may be placed by the Website. The maximum amount that a Bidder includes in their proxy Bid is not disclosed to other Bidders.

- B. If a Bidder selects to receive e-mail notifications during registration, the Website will provide notification to such Bidder if its Bid is no longer the then current High Bid. If a Bidder desires to submit another Bid, he or she can submit another flat Bid or reset its maximum Bid amount under their proxy Bid until such time that the Auction closes. The Registration Deposit will apply to all subsequently placed Bids.

- C. When two proxy Bids compete, the proxy Bid containing the higher maximum amount that a Bidder is willing to pay for the Property will surpass the proxy Bid containing the lesser maximum amount that a Bidder is willing to pay for the Property even if the higher maximum amount does not exceed the lesser maximum amount by the full Bid Increment. In such a case, this means that the higher maximum amount of the proxy Bid will be placed. In the event an amount under a proxy Bid equals the amount placed by a flat Bid, the proxy Bid will be deemed to have surpassed the flat Bid and the Website will place the amount of the proxy Bid in a manner that indicates such priority.

- D. A Bidder may increase or decrease its maximum amount under its proxy Bid at any time provided, however, that a Bidder may not decrease its maximum amount below the then current High Bid plus Bid Increment. If a Bidder's Bid is the then current High Bid, increasing such Bidder's maximum amount under its proxy Bid will not increase such High Bid unless and until another Bid is placed.

- E. **All Bids must be made on the Website. The Government reserves the right to modify the Bid Increment at any time prior to the close of the Auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the Bidder to transmit a Bid or the inability of the Government to receive a Bid for whatever reason. Failure to receive a Bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete Bid.
 - 2) Availability or condition of the sending or receiving electronic equipment.
 - 3) Incompatibility between the sending and receiving equipment and software.
 - 4) Malfunctioning of any network, computer hardware, or software.
 - 5) Delay in transmission or receipt of a Bid.
 - 6) Failure of Bidder to properly identify the Bid.
 - 7) Security of Bid data.
 - 8) Inability of Bidder to enter a Bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
 - 9) Unavailability of GSA personnel.
- B. If a Bid is not accurately shown or you cannot enter a Bid on the Website, call GSA at (617) 565-5700 for assistance.
- C. The Website will NOT be available during the following system maintenance windows:
- Saturday: 5:00 a.m. to 8:00 a.m. CT
 - Sunday: 6:00 a.m. to 10:00 a.m. CT
- D. The Website may NOT be available during the following system maintenance window:
- Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

- A. Posting of the Initially Anticipated Close of Auction. The Government will post on the Website a date and time on which the Auction is anticipated to close (the “**Initially Anticipated Close Date**”). Such posting will be made at least three business days prior to the Initially Anticipated Close Date. At the time of such posting, the time remaining prior to the Initially Anticipated Close Date will be shown on a “countdown clock” on the Website.
- B. Inactivity Period and Closing of Auction. In order for the Auction to close, the High Bid must remain unchallenged for twenty-four (24) hours (the “**Inactivity Period**”). The Inactivity Period will be posted on the Bidding Details section of the Website for the Property, after the announcement of the Initially Anticipated Close Date. If a new High Bid is received within the Inactivity Period or if the maximum amount that a Bidder is willing to pay for the Property under a proxy Bid is changed within the Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount under a proxy Bid. The “countdown clock” will adjust accordingly to show the time remaining prior to the new anticipated close of the Auction. Each time a new High Bid is placed during an Inactivity Period or such maximum amount under a proxy Bid is changed during an Inactivity Period, the Auction will extend for an additional twenty-four (24) hours promptly after posting of the new High Bid or changing of such maximum amount

under a proxy Bid. If the High Bid remains unchanged for a full twenty-four (24) hour Inactivity Period, the Auction will close. **The Auction will be permitted to close on any day (including weekends and Federal Holidays), but will not close during those periods when the Website is closed for system maintenance as noted above.**

- C. **Bidders are responsible for monitoring the Website for the posting of the Initially Anticipated Close Date, the Inactivity Period, and any adjustments to the time and date of the anticipated close of the Auction.**

11. CONTINUING OFFERS

Each Bid received shall be deemed to be a continuing offer to purchase the Property until the earlier of: (a) 60 calendar days after the close of the Auction; or (b) the Bid is accepted or rejected by the Government. If the Government desires to accept any Bid after the expiration of such 60 calendar day period, the consent of the appropriate Bidder shall be obtained prior to such acceptance. Notwithstanding the foregoing, the Bid of the Backup Bidder shall be deemed to be a continuing offer to purchase the Property for the period of time that the Government retains the Registration Deposit of the Backup Bidder, as further described in the "Backup Bidder" section below.

12. GOVERNMENT'S RIGHT TO ACCEPT A BID

Following the close of the Auction, the Government shall have the right (but not the obligation) to accept a Bid that is most advantageous to the Government as determined by the Government in its sole and absolute discretion. Notwithstanding the foregoing, the amount of the Bid will be the premiere factor used by the Government in determining whether to accept a Bid and, unless another factor raises a concern as to the validity of the High Bid at the close of the Auction and/or the ability of the Bidder of such High Bid to complete the transactions contemplated by this IFB, it will be the only factor used.

13. BID EXECUTED ON BEHALF OF BIDDER

- A. If the Bidder Registration Form is executed by an attorney or agent on behalf of the Bidder, it shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed and accompany the Bidder Registration Form. Such certificate must be executed under the corporate seal of the Bidder by a duly authorized officer of the corporation other than the officer signing the Bidder Registration Form. In lieu of the Certificate, there may be attached to the Bidder Registration Form, copies of so much of the records of the corporation as will show the official character and authority of the officer signing the Bidder Registration Form, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- C. If the Bidder is a partnership and all partners sign the Bidder Registration Form with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the Bidder Registration Form, then the names of all those except limited partners must be furnished on the Bidder Registration Form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the Bidder Registration Form on behalf of the partnership.
- D. If the Bidder is a limited liability company, a Certificate of Corporate Bidder, included in this IFB, must be completed and executed by the manager of the limited liability company, and accompany the Bidder Registration Form.

14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the Bid shall be deemed to have been sufficiently given when faxed or mailed to the Bidder or their duly authorized representative at the fax/phone number or address indicated in the Bidder Registration Form. Rejection of a Bid shall also be deemed to have been sufficiently given upon the refund of a Registration Deposit, as described in the Refund of Registration Deposits section below. The processing of a Registration Deposit by the Government shall not, in itself, constitute acceptance of any Bid. The Government reserves the right to reject any or all Bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the Auction for any reason (or no reason) without accepting any Bid and, further, has the right to resume the Auction or start a new auction at any time. In the event of a temporary suspension of the Auction due to technical problems or other bidding issues, the Government will re-open bidding with the High Bid that was posted to the Website immediately prior to the occurrence of such problems or issues, and allow the Auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale of the Property and/or Auction at any time and Registration Deposits will be returned to Bidders without interest or further obligation by the Government.

16. ADDITIONAL DEPOSIT AND TRANSACTION CLOSING

Within five (5) business days of acceptance of the Accepted Bid, the Purchaser agrees to deposit an additional amount (the "**Additional Deposit**") in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the Purchase Price. Failure to provide the Additional Deposit will result in a default and forfeiture of the Registration Deposit. At the time of closing, all monies paid by the Purchaser will be credited, without interest, towards the Purchase Price.

17. REFUND OF REGISTRATION DEPOSITS

- A. Registration Deposits accompanying Bids that are rejected will be refunded to Bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by EFT. Bidders will be required to provide GSA with a TIN to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a SSN or an EIN. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B. The Registration Deposit received from the Backup Bidder will be held in the manner described in the section immediately below. The Registration Deposit of the Bidder with the Accepted Bid will be held in accordance with the Agreement of Sale. All other Registration Deposits will be processed for refunds after the close of the Auction, or upon written request to withdraw from the Auction, unless the Bidder is the first or second highest Bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

- A. The Government may elect to accept the Bid of the Backup Bidder if the Bidder of the originally Accepted Bid is unable to fully complete the transactions according to the terms and conditions of this IFB including, without limitation, if such Bidder fails to provide the Additional Deposit. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the Bidder of the originally Accepted Bid completes the transactions. If the Government elects to accept the Bid of the Backup Bidder, then the Backup Bidder becomes the Purchaser under the Agreement of Sale.
- B. The Registration Deposit of the Backup Bidder will be returned in the event the Government does not elect to accept the Bid of the Backup Bidder. In the event that the Government is unable to complete the transaction with both the Bidder of the originally Accepted Bid and with the Backup Bidder, the Government reserves the right to consider the remaining Bid(s) and accept any of the same if it is in the best interest of the Government, as determined by the Government in its sole discretion provided, however, that the Government will use the same evaluative factors described in the Government's Right to Accept a Bid section above.

19. ADDITIONAL INFORMATION

GSA will make reasonable efforts to answer requests for additional information concerning the Property to facilitate preparation of Bids.

20. BIDDER RESPONSIBLE FOR UNDERSTANDING THE IFB AND THE AUCTION

Each Bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to the acceptance of a Bid by the Government. Bidders are strongly encouraged to review the information pertaining to the Property on the Website. Bidders understand and agree that any notices of changes to the terms of the IFB and/or the Auction are satisfactory when made available on the Website.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in Bids received.

NOTICES AND COVENANTS

1. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING! The Bill of Sale by which the Property will be conveyed will include the following language:

- a. The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- c. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its opening.
- d. The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

2. NOTICE OF LEAD BASED PAINT FOR REAL PROPERTY CONSTRUCTED PRIOR TO 1978. The Bill of Sale by which the Property will be conveyed will include the following language:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The

seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. ****Please see attached Lead-Based Paint Inspection & Risk Assessment Report, Air Tech, Inc., dated August 13, 2012, after page 25 of this Invitation for Bids.****

3. RISK ASSESSMENT AND INSPECTION. The Government prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this IFB. Although a complete set of documents will be provided to the Purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

4. INSPECTION BY BIDDER. Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead based paint hazards at any time prior to submitting a bid. Before entering the Property, the bidder must first make arrangements with the individual identified to contact for inspection of the Property. The bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process, since the bid opening will not be delayed to accommodate completion of such inspections and assessments.

5. LEAD HAZARDS PAMPHLET. In order to fully understand the risk and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy of the pamphlet is available from GSA at anytime by calling (312) 353-6039 or may be accessed through GSA's website at propertydisposal.gsa.gov. GSA encourages every bidder to review this pamphlet prior to submitting a bid. ****Please see attached Protect Your Family From Lead in Your Home, after page 25 of this Invitation for Bids.****

6. DISCLOSURE FORM. Each successful bidder will be required to complete and execute the appropriate portions of the form entitled *United States of America ("Seller") Disclosure of Information on lead-based paint and/or lead-based paint Hazards* that is found on Page 25 of this IFB, and submit the form with their bid before the time established for bid opening. In the event the bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

7. NO LAND TO BE CONVEYED. Only the house and related improvements are included in this sale.

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Property Name: 14788 W Phipps Road
Property Address: Hayward, Wisconsin
Sale/Lot Number: CHICA115025001
REGISTRATION DEPOSIT: \$1,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 13, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**

TIN or SS# _____ (please provide to expedite refund)

☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____

☐ Visa

☐ MasterCard

☐ Discover

☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder will be bound by any and all bids placed online at <http://www.realestatesales.gov> for the purchase of the property described in Invitation for Bids No. CHICA115025001 (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (1PZ)
10 Causeway Street, Room 1010
Boston, Massachusetts 02222
Attn: Lawanda Maryland

FAX: (617) 565-5720 (if deposit by credit card)

CERTIFICATE OF CORPORATE BIDDER

**14788 W Phipps Road
Hayward, Wisconsin**

I, _____, certify that I am _____
(Secretary or Other Title)

of the corporation/organization named as bidder in the Bidder Registration Form for Purchase of
Government Property (the "Form"); that _____ signed
(Name of Authorized Representative)

the Form on behalf of such bidder as the _____ of
(Official Title)

said corporation/organization; that the Form was duly signed for and on behalf of said
corporation/organization by authority of its governing body and is within the scope of its
corporate powers; and that any bid placed for the purchase of the property is authorized by said
corporation/organization and within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

**Use this form to enroll in Direct Deposit of your federal payment from the
U.S. General Services Administration**

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

| | | | | | |
|--------------------------|--|-------|--|-----|--|
| Company/Payee Name | | | | | |
| Address | | | | | |
| City | | State | | Zip | |
| Taxpayer ID Number (TIN) | | | | | |

| | | | |
|--|-----------------------------------|----------------------------------|--|
| Financial Institution Name | | | |
| Financial Institution Phone Number | () | | |
| Financial Institution Routing Transit Number (RTN) | | | |
| Depositor Account Title | | | |
| Depositor Account Number | | | |
| Account Type | <input type="checkbox"/> Checking | <input type="checkbox"/> Savings | |
| Company/Payee Contact Person | | | |
| Phone | () | | |
| MUST HAVE SIGNATURE Company/Payee Authorized Signature | | | |

FAX to GSA Real Property Utilization and Disposal at (617) 565-5720
FAX to Real Property Utilization and Disposal Finance at (816) 823-5507

**UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR
LEAD-BASED PAINT HAZARDS**

Description of Real Property for Sale

The real property is located at 14788 W Phipps Road, Hayward, Wisconsin (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. CHICA115025001 to _____
_____(the "Purchaser").

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle): 1978 1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): X Yes or No
Other Records: _____.

Purchaser's Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

For housing built before 1960, Purchaser agrees to abate any lead-based paint hazards, at no cost to the United States of America, prior to allowing residential occupancy of the Property. In addition, the Purchaser agrees to provide the Seller and the Agent a fully executed Certificate of Completion of Lead Abatement prior to such occupancy.

Purchaser hereby acknowledges receipt of the above information, opportunity to perform a risk inspection and assessment, and the obligation to abate lead hazards from housing built before 1960 before occupancy: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____ Date _____

SELLER

Signature _____ Date _____

PURCHASER

Signature _____ Date _____

AGENT

**LEAD-BASED PAINT INSPECTION &
RISK ASSESSMENT REPORT**

FOR

National Park Service
Box 100
Trego, WI 54888

FOR THE PROPERTY LOCATED AT

Residence
14788W Phipps Road
Hayward, WI 54843

#3

AIR TECH, INC.

AIR TECH ENVIRONMENTAL SERVICES, INC.
2028 Declaration Drive
Eau Claire, Wisconsin 54703

Phone: 715-834-4261

August 13, 2012
Air Tech Project No 080712-R01

LEAD-BASED INSPECTION &
PAINT RISK ASSESSMENT REPORT

Residence
14788W Phipps Road
Hayward, WI 54843

PREPARED FOR

National Park Service
Box 100
Trego, WI 54888

Prepared by: Air Tech Environmental Services, Inc.
Wisconsin Lead Company: HFS-10330



Ron Braswell
Wisconsin Lead Risk Assessor # LRA-3563

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Table 1: Existing Lead-Based Paint Hazards

Table 2: Dust-Lead Hazards

Table 3: Soil-Lead Hazards

APPENDIX A: CERTIFICATIONS AND LICENCES

APPENDIX B: INSPECTION & RISK ASSESSMENT FORMS

LEAD-BASED PAINT INSPECTION & RISK ASSESSMENT DATA

CHAIN-OF-CUSTODY

LEAD DUST WIPE REPORT

APPENDIX C: FLOOR PLANS

SUMMARY

At your request, AIR TECH ENVIRONMENTAL SERVICES, INC. (AIR TECH), a Wisconsin certified lead company (HFS-10330), conducted a lead-based paint inspection and risk assessment at 14788V Phipps Road, Hayward, WI 54843. The work was conducted by Mr. Ron Braswell, a Wisconsin certified Risk Assessor (LRA-3563) on August 7, 2012. Refer to Appendix A for applicable licenses and certifications.

Room and area designations used in this report are defined on floor plans found in Appendix C of this report. The residence is also labeled side A thru D in a clockwise manner with side A being the street address side of the property. The following lead-based paint hazards (as defined by Title X of the 1992 Housing and Community Development Act) were identified at the property.

- 1 Dust-Lead Hazard - No dust-lead hazards were identified
- 2 Soil-Lead Hazard - No soil-lead hazards were identified
- 3 Paint-Lead Hazards - See Table 1 for a complete listing of hazards
- 4 An itemized list of painted surfaces tested during the inspection are listed in Appendix B

INTRODUCTION

The intent of a lead-based paint inspection and risk assessment is to determine, and then report the existence, nature, severity and location of lead-based paint and lead-based paint hazard/or potential lead-based paint hazards in residential dwellings through an on-site investigation. The presence or absence of lead-based paint hazards listed below applies only to the date of the field investigation and environmental sampling conducted; conditions may change over time. An ongoing monitoring program should be set up by the owner to monitor current and changing conditions. This assessment did not include sources of lead exposure other than coatings such as but not limited to: toys, hobbies, work or job exposures, dishes and water. A lead-based paint hazard includes the following:

| | |
|--|---|
| Soil-Lead Hazard (bare soil only) | |
| Play Area | 400 parts per million |
| Mid-yard or drip line | 1,200 parts per million |
| Dust-Lead Hazard | |
| Floors | 40 µg/ft ² |
| Window Sills | 250 µg/ft ² |
| Window Troughs | 400 µg/ft ² |
| Deteriorated Lead-Based Paint | |
| Exterior components with a large surface area | More than 10 ft ² of deterioration |
| Interior components with a large surface area | More than 2 ft ² of deterioration |
| Interior and exterior components with a small surface area | More than 10% of the surface |

The Wisconsin Department of Health and Family Services (DHFS) definition of "lead-based paint" is required for any work conducted within the State of Wisconsin. The DHFS has defined lead-based paint as paint or any other surface coating material containing more than 0.06% lead by weight, calculated as lead metal, in the total nonvolatile content of liquid paint or in the dried film of applied paint, or more than 0.7 milligrams lead per square centimeter in the dried film of applied paint when analyzed on-site by an XRF. (Note: This definition means that Wisconsin considers paint to be lead-based paint when it contains a lower amount of lead than the amount of lead in the U.S. EPA/HUD definition of lead-based paint. The EPA definition sets levels at 1.0 milligrams lead per square centimeter).

To my knowledge there has not been any previous lead-based paint testing at this dwelling.

BUILDING DESCRIPTION AND OCCUPANT USE PATTERNS

This is a 3 bedroom 2-story home with partial basement and an attached 2-car garage and six out buildings. The residence is in generally good condition and is currently vacant.

METHODS

PAINT HAZARDS

For this inspection and risk assessment, deteriorated and non-deteriorated coated surfaces (typically painted and varnished) were analyzed using a Innov-X LBP4000, X-Ray Fluorescence (XRF) spectrum analyzer, serial number 560123. Calibration checks were conducted according to the manufacturer's specifications. Surfaces were tested to determine if they meet the definition of lead-based paint. Deteriorated paint which is not a lead-based paint is not considered to be a lead-paint hazard. This report will note those areas where hazards exist or are likely to exist.

Rooms and common areas that were accessible at the time of the inspection were included in the inspection and risk assessment. Rooms in the structure were visually inspected by AIR TECH for deteriorated paint, friction and impact surfaces. Deteriorated and non-deteriorated paint was tested on-site with the XRF instrument.

The purpose of the XRF procedure was to identify painted surfaces that contain 0.7 milligrams or more of lead per square centimeter when analyzed by XRF. XRF results listed in Appendix B are given in milligrams per square centimeter (mg/cm²).

HIGH RISK COMPONENTS

Certain components even if in good and intact condition will be tested as part of this assessment. These intact yet high risk components are described here-in.

Exterior high risk components include all coated accessible exterior surfaces including walls, porches, stairs, railings, columns, and door and window systems, accessible trim and coated play equipment.

Interior high risk components include window and door systems, floors, stair systems, railings, and painted trim with a high potential for impact (baseboards).

- X Porches (including porch walls, railings, columns and floors)
- X Windows (including interior and exterior sashes, sills, wells, sash tracks and casings)
- X Doors and door systems
- X Floors
- X Stair systems (treads, risers, landings, stringers, railings, balusters and columns)
- X Accessible painted trim components (baseboards, etc)
- X Other intact surfaces that in the risk assessor's judgement will be subject to friction, impact, or damage from moisture or weather conditions.

DUST WIPE SAMPLES

Single surface dust samples were collected by wiping a known surface of a floor or window sill with a lead-dust sampling wipe that meets ASTM E1792-96a. Surface areas were marked using either masking tape or a reusable template. Each sample was placed into a sealable polyethylene centrifuge tubes (50 ml size) and labeled with a permanent marker for analysis at a National Lead Laboratory Accreditation Program (NLLAP) certified laboratory. Information about each on-site sample was documented on a chain-of-custody form (refer to Appendix B). AIR TECH followed the sampling procedures for settled lead-contaminated dust from Appendix 13.1 of the HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

VARNISHED FLOORS AND TRIM

Varnished floors and trim can contain lead in small amounts that are not detectable by the XRF analyzer. In most cases where varnish floors in less than good condition are encountered, it is recommended that they be cleaned and a clear-coat polyurethane be applied. Varnished trim usually does not deteriorate like paints and can be maintained in good condition.

Care should be taken and lead safe precautions and methods used any time sanding of varnished floors or trim are to be done. Sanding can cause large-scale lead dust hazards and exposure to the person sanding and the occupants. Trained professionals should only do this sanding work.

SOIL SAMPLES

Composite soil samples were collected from bare soil on the property (if present). Samples were placed in sealable polyethylene centrifuge tube and labeled with permanent marker for analysis at a NLLAP-certified laboratory. Information about each sample is documented on a chain-of-custody form (refer to Appendix B). AIR TECH followed the sampling procedures for settled lead-contaminated dust from Appendix 13.3 of the HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

SOIL CONDITIONS

Lead in soil can and often will be found along the drip line of buildings painted with lead paint. Bare soil areas that contain lead are a hazard for children. Any significant bare soil in areas discovered on these properties especially near the foundation of the home should be addressed and remediated unless future testing determines there are no lead hazards. Landscaping along foundations to create a barrier over any bare soil can also prevent exposure.

LOCATION SPECIFIC TESTING RESULTS

Specific location testing results and descriptions of testing components follow in table format for components that are lead hazards or potential lead hazards. For a complete listing of test results see Appendix B. The Side column refers to the side of the component A, B, C or D. The wall facing the address is side "A" and the other walls follow in a clockwise fashion. The Component column describes the component tested in a location. The Substrate refers to the underlying material below the coated surface. The Condition gives the reason the coating was tested and found to be a potential hazard. The Sample type is either "X" for xrf sample, "B" for chip/scrape bulk sample or "W" for dust wipe sample. The Sample Number is the XRF sample number as identified in Appendix B. The Results column gives the XRF result in mg/cm², parts per million (ppm) or %weight for chip/scrape bulk samples or for soil and micrograms per square foot (ug/ft²). A is for assumed where the material could not be tested or where a similar material was tested elsewhere during the risk assessment and found to be lead-based paint. The Treatment column provides a brief description of the optional treatments.

Components that have no suspect coating, or are post 1980 materials such as replacement windows and doors are not sampled, as they would not contain lead. Walls that are covered with wall paper or paneling and floors that are covered with carpet cannot be tested and should be assumed to contain lead paint if disturbed or renovated in the future. In some cases newer building materials are applied over old building materials. If during remodeling painted surfaces are identified that was not tested that is pre-1980 should be assumed to contain lead paint, unless future inspection determines it to be lead free.

If elevated dust lead levels were identified they will automatically become part of the Work Write Up for this project. The contractor will have to achieve acceptable clearance results at the end of their work in order to be considered complete. Therefore, unless otherwise mentioned, no specific treatment is provided for high dust lead areas. They are integrated into the abatement project. In some cases lead dust results below the "hazard" definition are recommended for treatment as well as a precaution.

A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

RESULTS

The following locations and components were identified as existing lead-based paint hazards or surfaces that have a high potential for damage

Table 1. Existing Lead-Based Paint Hazards

ROOM 1 - LIVING ROOM FRONT ADDITION

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|-----------------------|-----------|------------------|-------------|------------|----------------|--|
| A | 4 double hung windows | wood | friction surface | X | 15/122 | 1.73/2.31 | Remove and replace with new double hung windows and wrap exterior sills and casing with aluminum |
| B | 2 double hung windows | wood | friction surface | X | 15/122/130 | 1.73/2.31/2.11 | Remove and replace with new double hung windows and wrap exterior sills and casing with aluminum |
| B | door threshold | wood | friction surface | X | 24 | 3.64 | Wrap threshold in metal |
| D | door threshold | wood | friction surface | X | 35 | 1.61 | Wrap threshold in metal |

ROOM 2 - LIVING ROOM

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|--|-----------|----------------------------------|-------------|-------------|----------------|---|
| B | 2 slider windows and exterior components | wood | friction surface & peeling paint | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |
| B | window overhang | wood | peeling paint | X | 135 | 2.31 | Remove overhang |
| C | door threshold | wood | friction surface | X | 51 | 1.77 | Wrap threshold in metal |

ROOM 3 - KITCHEN

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|----------------------------------|-----------|-----------|-----------|-------------|----------|---------|-----------|
| | | | | | | | |
| NO LEAD PAINT HAZARDS IDENTIFIED | | | | | | | |

ROOM 4 - Bedroom

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|---------------------------------------|-----------|----------------------------------|-------------|-------------|----------------|---|
| C | Slider window and exterior components | wood | friction surface & peeling paint | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |

ROOM 5 - HALLWAY

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|----------------------------------|-----------|-----------|-----------|-------------|----------|---------|-----------|
| | | | | | | | |
| NO LEAD PAINT HAZARDS IDENTIFIED | | | | | | | |

ROOM 6 - BEDROOM

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|---------------------------------------|-----------|------------------|-------------|-------------|----------------|---|
| C | Slider window and exterior components | wood | friction surface | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |
| D | Slider window and exterior components | wood | friction surface | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |

ROOM 3 - KITCHEN

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|----------------------------------|-----------|-----------|-----------|-------------|----------|---------|-----------|
| NO LEAD PAINT HAZARDS IDENTIFIED | | | | | | | |

ROOM 4 - Bedroom

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|---------------------------------------|-----------|----------------------------------|-------------|-------------|----------------|---|
| C | Slider window and exterior components | wood | friction surface & peeling paint | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |

ROOM 5 - HALLWAY

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|----------------------------------|-----------|-----------|-----------|-------------|----------|---------|-----------|
| NO LEAD PAINT HAZARDS IDENTIFIED | | | | | | | |

ROOM 6 - BEDROOM

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|---------------------------------------|-----------|------------------|-------------|-------------|----------------|---|
| C | Slider window and exterior components | wood | friction surface | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |
| D | Slider window and exterior components | wood | friction surface | X | 132/133/134 | 2.47/2.55/2.04 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |

ROOM 7 - BEDROOM

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|---------------------------------------|-----------|------------------|-------------|-----------------|---------------------|---|
| A | Slider window and exterior components | wood | friction surface | X | 113/114 | 2.07/1.89 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |
| D | Slider window and exterior components | wood | friction surface | X | 132/133/134/157 | 2.47/2.55/2.04/2.01 | Remove and replace with new slider windows and wrap exterior sills and casing with aluminum |

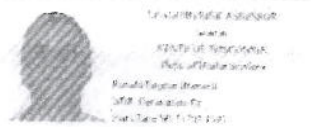
ROOM 8 - BATHROOM

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|----------------------------------|-----------|-----------|-----------|-------------|----------|---------|-----------|
| NO LEAD PAINT HAZARDS IDENTIFIED | | | | | | | |

ROOM 9 - HOUSE EXTERIOR

| Side | Component | Substrate | Condition | Sample Type | Sample # | Results | Treatment |
|------|--------------|-----------|-----------|-------------|----------|-----------|-----------------------|
| A | Log ends | Wood | Fair | X | 188 | 4.05 | Stabilize and repaint |
| B | Log ends | Wood | Fair | X | 188 | 3.21 | Stabilize and repaint |
| B | Soffit | Wood | Poor | X | 151/152 | 0.79/0.93 | Stabilize and repaint |
| B | Upper Siding | Wood | Poor | X | 150 | 0.91 | Stabilize and repaint |
| C | Log ends | Wood | Fair | X | 188 | 3.47 | Stabilize and repaint |
| C | Upper siding | Wood | Poor | X | 150 | 0.91 | Stabilize and repaint |
| C | Soffit | Wood | Poor | X | 151/152 | 0.79/0.93 | Stabilize and repaint |
| D | Upper siding | Wood | Poor | X | 154 | 0.91 | Stabilize and repaint |
| D | Log ends | Wood | Fair | X | 188 | 3.86 | Stabilize and repaint |

APPENDIX A
CERTIFICATIONS & LICENCES



UNIVERSITÄT ZÜRICH
BIBLIOTHEK
KUNST- UND ARCHIVFACH
ETH ZÜRICH
KUNST- UND ARCHIVFACH
ETH ZÜRICH
KUNST- UND ARCHIVFACH
ETH ZÜRICH

| Titel | | Jahr | |
|----------|------|------|------|
| 1. Aufl. | 1900 | 1900 | 1900 |

Verlag der ETH Zürich

Company Certificate

This certifies that

AIR TECH ENVIRONMENTAL SERVICES INC.

2028 DECLARATION DR
EAU CLAIRE WI 54703-1393

is certified under the DHS (Pb) 305 Air Act as a

Lead (Pb) Company

Certificate Issue Date: 06/27/2012
Expiration Date: 06/01/2014, 12:01 a.m.
Certification #: 141S-10330

Wisconsin Department of Health Services
Division of Public Health
Bureau of Environmental and Occupational Health
Assessment & Lead Service
PO Box 1070
Madison WI 53701-2600
Phone: (608) 261-6070



Shelley A. Bence
Shelley A. Bence,
Chief Supervisor



APPENDIX B
RISK ASSESSMENT FORMS
LABORATORY REPORTS



12950 Haggerty Road
Belleville, MI 48111
Ph: (734) 699-1400; Fax: (734) 699-8407

Certificate of Analysis: Lead In Dust Wipe by NIOSH Method 7082

Client: Airtech Environmental - WI
2028 Declaration Drive
Eau Claire WI 54603

Attn: Ron Braswell
Ph: 715-834-4261 Fax:
Email: ronairtech@gmail.com

AAT Project #: 131189
Client Project: 14788 W. Phipps Rd
Sampling Date: 8/7/2012
Date Received: 8/10/2012
Date Analyzed: 8/13/2012
Date Reported: 8/13/2012

Project Location: 14788 W. Phipps Rd

Comments:

| Lab ID# | Client Code | Sample Description | Length (inches) | Width (inches) | Area (Sq Ft) | Results Lead µg/ft ² | Analyst |
|---------|-------------|--------------------|--------------------|-------------------|-----------------|---------------------------------------|---------|
| 1323055 | 1 | RM 1 FL | 12 | 12 | 1.00 | < 10 | RV |
| 1323056 | 2 | RM 1 WS | 3 | 27 | 0.56 | 21.40 | RV |
| 1323057 | 3 | RM 2 FL | 12 | 12 | 1.00 | < 10 | RV |
| 1323058 | 4 | RM 2 WS | 3.25 | 21 | 0.47 | 25.70 | RV |
| 1323059 | 5 | RM 6 FL | 12 | 12 | 1.00 | < 10 | RV |
| 1323060 | 6 | RM 6 WS | 3 | 30 | 0.63 | < 15.87 | RV |
| 1323061 | 7 | RM 4 FL | 12 | 12 | 1.00 | < 10 | RV |
| 1323062 | 8 | RM 4 WS | 3.25 | 32 | 0.72 | < 13.89 | RV |



12950 Haggerty Road
Belleville, MI 48111
Ph: (734) 699-1466, Fax: (734) 699-8407

Certificate of Analysis: Lead In Dust Wipe by NIOSH Method 7082

| | |
|---|---|
| Client: Air Tech Environmental - WI 2028 Declaration Drive Sau Claire WI 54073- | AAT Project #: 131189 Client Project: 14788 W Phipps Rd Sampling Date: 8/7/2012 Date Received: 8/10/2012 Date Analyzed: 8/13/2012 Date Reported: 8/13/2012 |
| Attn: Ron Braswell Ph: 715-834-4281 Fax: Email: ronartech@gmail.com | |

Project Location: 14788 W Phipps Rd

Comments:

| Lab ID# | Client Code | Sample Description | Length (Inches) | Width (Inches) | Area (Sq Ft) | Results Lead µg/ft ² | Analyst |
|---------|-------------|--------------------|--------------------|-------------------|-----------------|---------------------------------------|---------|
|---------|-------------|--------------------|--------------------|-------------------|-----------------|---------------------------------------|---------|

(ND=Not Detected, N/A Not Available, RL Reporting Limit, Analyst's Reporting Limit is 10 µg/sample) * For true values assume (2) significant figures. The method and batch QC is acceptable unless otherwise stated. EPA HUD Regulatory Limits: 40 µg/ft² (Floors Carpeted/uncarpeted), 250 µg/ft² (Window Sills/Stools), 400 µg/ft² (Window Trough/Wells/Ext Concrete Surfaces). The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA and NY State DOH ELAP programs. These results are submitted pursuant to AAT LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted.



AIHA ELAP Lab ID # 0296
NY State DOH ELAP Lab ID # 11284
State of Ohio Lab ID # 1094

Analyst Signature

Ron Braswell



AIR TECH ENVIRONMENTAL SERVICES, INC.

2028 Declaration Drive
Eau Claire, WI 54703
Phone: 715-834-4261
Fax: 715-834-4544

LEAD-BASED PAINT FIELD SAMPLING FORM

| | |
|-------------------------------------|---------------------------------------|
| Date: 8-7-12 | Risk Assessor: Ron Braswell, LRA-3563 |
| Property Address: 1478B Phillips Rd | Signature: Ron Braswell |
| City, State: Hayward, WI | WI Lead Company License#: DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|------------------------|-------|-----------|-----------|----------------------------|
| 2 | | | Cal | | | | 1.08 |
| 3 | | | Cal | | | | 1.08 |
| 4 | | | Cal | | | | 1.11 |
| 5 | 1 | A | Wall | V | W | I | 0 |
| 6 | 1 | B | Wall | V | W | I | 0 |
| 7 | 1 | C | Wall | V | W | I | 0 |
| 8 | 1 | D | Wall | V | W | I | 0 |
| 9 | 1 | - | Ceiling Beam | V | W | I | 0 |
| 10 | 1 | - | Ceiling Panel | W | W | I | 0 |
| 11 | 1 | C | Upper Wall - Paneling | V | Styrofoam | I | 0 |
| 12 | 1 | A | Picture Window SASH | V | W | Poor | 0 |
| 13 | 1 | A | Window SASH - Interior | V | W | Poor | 0 |
| 14 | 1 | A | Window TROUGH | B | W | I | 0 |
| 15 | 1 | A | Window TRACK | B | W | I | 1.73 |
| 16 | 1 | A | Window Stop | BK | W | I | 0 |
| 17 | 1 | A | Window Sill | BK | W | Poor | 0 |
| 18 | 1 | A | Window Casing | BK | W | I | 0 |
| 19 | 1 | B | Door - Interior | V | W | I | 0 |
| 20 | 1 | B | Door - Exterior | B | W | I | 0 |
| 21 | 1 | B | Interior Door Jamb | V | W | I | 0 |
| 22 | 1 | B | Interior Door Casing | BK | W | I | 0 |
| 23 | 1 | B | Exterior Jamb | B | W | I | 1.73 |
| 24 | 1 | B | Threshold | W | W | Poor | 3.64 |
| 25 | 1 | B | Window SASH - Interior | V | W | Poor | 0 |
| 26 | 1 | C | Wall Trim | BK | W | I | 0 |
| 27 | 1 | - | Null | - | - | - | - |

Lead Standard by XRF: 0.7 mg/cm²

W=White B=Brown R=Red BL=Blue G=Green GR=Gray V=Varnish T=Tan BK=Black O=Orange
Y=Yellow
DW=Drywall P=Plaster W=Wood C=Concrete B=Brick

Page 1 of 8



AIR TECH ENVIRONMENTAL SERVICES, INC.

2028 Declaration Drive
Eau Claire, WI 54703
Phone: 715-834-4261
Fax: 715-834-4544

LEAD-BASED PAINT FIELD SAMPLING FORM

| | | | |
|-------------------|-----------------|---------------------------|------------------------|
| Date: | 8-7-12 | Risk Assessor: | Ron Braswell, LRA-3563 |
| Property Address: | 14788 Phipps Rd | Signature: | <i>Ron Braswell</i> |
| City, State: | Hayward, WI | WI Lead Company License#: | DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|----------------------|-----------------|-----------|-----------|----------------------------|
| 28 | 1 | EB | Door | V | W | Poor | 0 |
| 29 | 1 | EB | Door Jamb | BK V | W | Poor | 0 |
| 30 | 1 | EB | Door Casing | BK | W | I | 0 |
| 31 | 1 | D | Door - Interior | V | W | I | 0 |
| 32 | 1 | D | Door - Exterior | B | W | FAIR | 0 |
| 33 | 1 | D | Door Jamb - Inner | V | W | Poor | 0 |
| 34 | 1 | D | Door Jamb - Exterior | B | W | I | 0 |
| 35 | 1 | D | Threshold | BK | W | Poor | 1.61 |
| 36 | 2 | A | Wall | V | W | I | 0 |
| 37 | 2 | A | Baseboard | V | W | I | 0 |
| 38 | 2 | B | Wall | V | W | I | 0 |
| 39 | 2 | C | Wall | V | W | I | 0 |
| 40 | 2 | D | Wall | V | W | I | 0 |
| 41 | 2 | B | Window SASH | V | W | I | 0 |
| 42 | 2 | B | Window Sill | V | W | I | 0 |
| 43 | 2 | B | Window Casing | V | W | I | 0 |
| 44 | 2 | C | Window SASH | V | W | Poor | 0 |
| 45 | 2 | C | Window Sill | V | W | Poor | 0 |
| 46 | 2 | C | Window Casing | V | W | I | 0 |
| 47 | 2 | C | Door - Interior | V | W | I | 0 |
| 48 | 2 | C | Door - Exterior | V | W | Poor | 0 |
| 49 | 2 | C | Door Jamb - Interior | V | W | Poor | 0 |
| 50 | 2 | C | Door Jamb - Exterior | B | W | I | 0 |
| 51 | 2 | C | Threshold | W | W | Poor | 1.77 |
| 52 | 3 | A | Wall | V | W | I | 0 |
| 53 | 3 | A | Wall Trim | BK | W | I | 0 |

Lead Standard by XRF: 0.7 mg/cm²

W=White B=Brown R=Red BL=Blue G=Green GR=Gray V=Varnish T=Tan BK=Black O=Orange Y=Yellow
DW=Drywall P=Plaster W=Wood C=Concrete B=Brick

Page 2 of 8



AIR TECH ENVIRONMENTAL SERVICES, INC.

2028 Declaration Drive
Eau Claire, WI 54703
Phone: 715-834-4261
Fax: 715-834-4544

LEAD-BASED PAINT FIELD SAMPLING FORM

| | | | |
|-------------------|-----------------|---------------------------|------------------------|
| Date: | 8-7-12 | Risk Assessor: | Ron Braswell, LRA-3563 |
| Property Address: | 14788 Phipps Rd | Signature: | Ron Braswell |
| City, State: | Hayward, WI | WI Lead Company License#: | DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|--------------------|-------|-----------|-----------|----------------------------|
| 80 | 6 | - | Ceiling | W | DW | I | 0 |
| 81 | 6 | A | Door | V | W | I | 0 |
| 82 | 6 | A | Door Jamb | V | W | I | 0 |
| 83 | 6 | A | Door Casing | V | W | I | 0 |
| 84 | 6 | C | Window Sill | V | W | Poor | 0 |
| 85 | 6 | C | Window SASH | V | W | Poor | 0 |
| 86 | 6 | C | Window Casing | V | W | I | 0 |
| 87 | 7 | A | Wall | V | W | Poor | 0 |
| 88 | 7 | D | Wall | V | W | Poor | 0 |
| 89 | 7 | - | Ceiling | W | DW | I | 0 |
| 90 | 7 | B | Baseboard | V | W | I | 0 |
| 91 | 7 | A | Window SASH | V | W | Poor | 0 |
| 92 | 7 | A | Window Sill | V | W | Poor | 0 |
| 93 | 7 | A | Window Casing | V | W | I | 0 |
| 94 | 7 | A | Crown Molding | W | W | I | 0 |
| 95 | 7 | C | Closet Door | V | W | I | 0 |
| 96 | 7 | C | Door | V | W | I | 0 |
| 97 | 7 | C | Door Jamb | V | W | I | 0 |
| 98 | 7 | C | Door Casing | V | W | I | 0 |
| 99 | 8 | A | Wall | W | DW | I | 0 |
| 100 | 8 | B | Wall | W | DW | I | 0 |
| 101 | 8 | C | Wall | W | DW | I | 0 |
| 102 | 8 | D | Wall | W | DW | I | 0 |
| 103 | 8 | - | Ceiling | W | DW | I | 0 |
| 104 | 8 | B | Cabinet Door | V | W | I | 0 |
| 105 | 8 | B | Cabinet Frame | V | W | I | 0 |

Lead Standard by XRF: 0.7 mg/cm²

W=White B=Brown R=Red BL=Blue G=Green GR=Gray V=Varnish T=Tan BK=Black O=Orange Y=Yellow
DW=Drywall P=Plaster W=Wood C=Concrete B=Brick

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AIR TECH ENVIRONMENTAL SERVICES, INC.

2028 Declaration Drive
Eau Claire, WI 54703
Phone: 715-834-4261
Fax: 715-834-4544

LEAD-BASED PAINT FIELD SAMPLING FORM

| | | | |
|-------------------|-----------------|---------------------------|------------------------|
| Date: | B-7-12 | Risk Assessor: | Ron Braswell, LRA-3563 |
| Property Address: | 14788 Phipps Rd | Signature: | Ron Braswell |
| City, State: | Hayward, WI | WI Lead Company License#: | DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|----------------------|-------|-----------|-----------|----------------------------|
| 106 | 8 | C | Door | V | W | I | 0 |
| 107 | 8 | C | Door Jamb | V | W | I | 0 |
| 108 | 8 | C | Door Casing | V | W | I | 0 |
| 109 | 7-Ext | A | Log Siding | B | W | I | 0 |
| 110 | 7-Ext | A | Upper Siding | B | W | I | 0 |
| 111 | 7-Ext | A | Window Sill | B | W | I | 0 |
| 112 | 7-Ext | A | Window Casing | B | W | I | 0 |
| 113 | 7-Ext | A | Exterior Window SASH | B | W | I | 2.07 |
| 114 | 7-Ext | A | Exterior Window Jamb | B | W | I | 1.89 |
| 115 | 1-Ext | D | Siding | B | W | I | 0 |
| 116 | 1-Ext | D | Door Casing | B | W | I | 0 |
| 117 | 1-Ext | D | Overhang Giding | B | W | I | 0 |
| 118 | 1-Ext | D | FASCIA | B | W | I | 0 |
| 119 | 1-Ext | A | Siding | B | W | I | 0 |
| 120 | 1-Ext | A | Soffit | B | W | I | 0 |
| 121 | 1-Ext | A | Fascia | B | W | Poor | 0 |
| 122 | 1-Ext | A | Ext. Window SASH | B | W | I | 2.31 |
| 123 | 1-Ext | A | Window Casing | B | W | I | 2.14 |
| 124 | 1-Ext | A | Window TRACK | B | W | I | 3.11 |
| 125 | 1-Ext | A | Picture SASH | B | W | I | 0.27 |
| 126 | 1-Ext | A/B | Window Sill | B | W | Poor | 0.30 |
| 127 | 1-Ext | B | Door Casing | B | W | I | 2.59 |
| 128 | 1-Ext | B | Siding | B | W | I | 0 |
| 129 | 1-Ext | B | Window Casing | B | W | I | 0.26 |
| 130 | 1-Ext | B | Ext. SASH | B | W | I | 2.11 |
| 131 | 1-Ext | B | Ext Window Sill | B | W | I | 0.22 |

Lead Standard by XRF: 0.7 mg/cm²

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DW=Drywall P=Plaster W=Wood C=Concrete B=Brick

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Fax: 715-834-4544

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| Property Address: | 14788 Phipps Rd | Signature: | Ron Braswell |
| City, State: | Hayward, WI | WI Lead Company License#: | DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|------------------------|-------|-----------|-----------|----------------------------|
| 132 | Ext-2 | B | Window SASH - Exterior | B | W | Poor | 2.47 |
| 133 | | B | Window Sill | B | W | Poor | 2.55 |
| 134 | | B | Window Casing | B | W | Poor | 2.04 |
| 135 | | B | Overhang | B | W | Poor | 2.31 |
| 136 | | B | Log Siding | B | W | I | 0.13 |
| 137 | | B | Soffit | B | W | I | 0 |
| 138 | | B | Fascia | B | W | I | 0 |
| 139 | Ext-2 | B | Upper Siding | B | W | Poor | 0 |
| 140 | | C | Siding | B | W | I | 0 |
| 141 | | C | Soffit | B | W | I | 1.97 |
| 142 | | C | Fascia | B | W | I | 0.15 |
| 143 | | C | Window SASH | B | W | I | 2.29 |
| 144 | | C | Window Casing | B | W | I | 2.47 |
| 145 | | C | Window Sill | B | W | I | 2.00 |
| 146 | Ext-2 | C | Door Jamb | B | W | I | 1.64 |
| 147 | -4 | C | Storm Window | B | W | I | 2.30 |
| 148 | | C | Window Casing | B | W | I | 1.92 |
| 149 | | C | Window Sill | B | W | I | 0.03 |
| 150 | | C | Upper Siding | B | W | Poor | 0.91 |
| 151 | | C | Soffit | B | W | Poor | 0.79 |
| 152 | -6 | D | Soffit | B | W | Poor | 0.93 |
| 153 | | D | Siding | B | W | I | 0 |
| 154 | | D | Upper Siding | B | W | Poor | 0.91 |
| 155 | | D | Window Casing | B | W | I | 1.64 |
| 156 | | D | Sill | B | W | I | 0.09 |
| 157 | -7 | D | Window Casing | B | W | Poor | 2.01 |

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| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|----------------------|-------|-----------|-----------|----------------------------|
| 158 | Ext 7 | D | Ext. Window SASH | B | W | I | 2.03 |
| 159 | GAR-1 | A | Siding | B | W | Poor | 0.21 |
| 160 | GAR-1 | B | Siding | B | W | Poor | 0.08 |
| 161 | GAR-1 | C | Siding | B | W | Poor | 0.17 |
| 162 | GAR-2 | D | Siding | B | W | Poor | 0.22 |
| 163 | GAR-1 | A | Soffit | B | W | Poor | 0.03 |
| 164 | GAR-1 | A | Overhead door casing | B | W | Poor | 0 |
| 165 | GAR-1 | A | Entry Door | B | M | I | 0 |
| 166 | GAR-1 | A | Entry Door Jamb | B | W | Poor | 0 |
| 167 | GAR-1 | A | Entry Door Casing | B | W | Poor | 0 |
| 168 | GAR-2 | A | Window SASH | W | W | Poor | 0 |
| 169 | GAR-2 | A | Window Sill | W | W | Poor | 0 |
| 170 | GAR-2 | A | Window Casing | W | W | Poor | 0 |
| 171 | GAR-2 | B | Overhead Door | B | W | Poor | 0 |
| 172 | GAR-2 | B | Overhead Door Jamb | B | W | I | 0 |
| 173 | GAR-2 | B | Overhead Door Casing | B | W | I | 0 |
| 173 | GAR-2 | C | Door | W | m | I | 0 |
| 175 | GAR-2 | C | Door Jamb | W | W | Poor | 0 |
| 176 | GAR-2 | C | Door Casing | W | W | Poor | 0 |
| 177 | GAR-2 | D | Window SASH | W | W | Poor | 0 |
| 178 | GAR-2 | D | Window Sill | W | W | Poor | 0 |
| 179 | GAR-2 | D | Window Casing | W | W | Poor | 0 |
| 180 | GAR-2 | - | Cabinet | Green | W | I | 0 |
| 181 | GAR-1 | D | Window SASH | B | W | Poor | 0 |
| 182 | GAR-1 | D | Window Sill | B | W | Poor | 0 |
| 183 | GAR-1 | D | Window Casing | B | W | Poor | 0 |

Lead Standard by XRF: 0.7 mg/cm²

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LEAD-BASED PAINT FIELD SAMPLING FORM

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| Property Address: | 14788 Phipps Rd | Signature: | <i>Ron Braswell</i> |
| City, State: | Hayward, WI | WI Lead Company License#: | DHFS-10330 |

| XRF # | Room # | Side | Building Component | Color | Substrate | Condition | Lead (mg/cm ²) |
|-------|--------|------|--------------------|-------|-----------|-----------|----------------------------|
| 184 | Gae-1 | C | Wall - Sheetmetal | B | M | Poor | 0 |
| 185 | | | Cal | | | | 1.10 |
| 186 | | | Cal | | | | 1.04 |
| 187 | | | Cal | | | | 1.07 |
| 188 | Ext-1 | A | Log End | B | W | FAIR | 4.05 |
| 189 | Ext-2 | A | Log End | B | W | FAIR | 3.21 |
| 190 | Ext-2 | C | Log End | B | W | FAIR | 3.47 |
| 191 | Ext-6 | D | Log End | B | W | FAIR | 3.86 |
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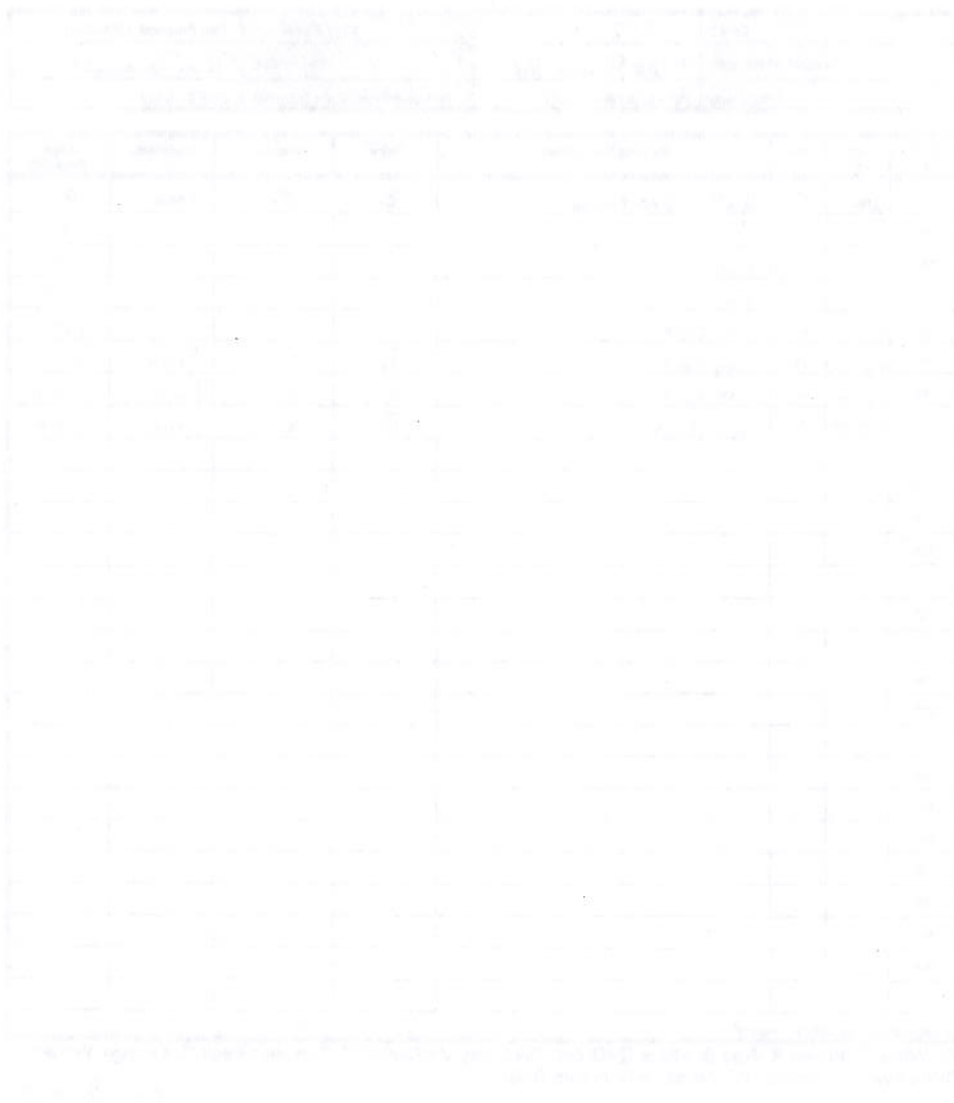
Lead Standard by XRF: 0.7 mg/cm²

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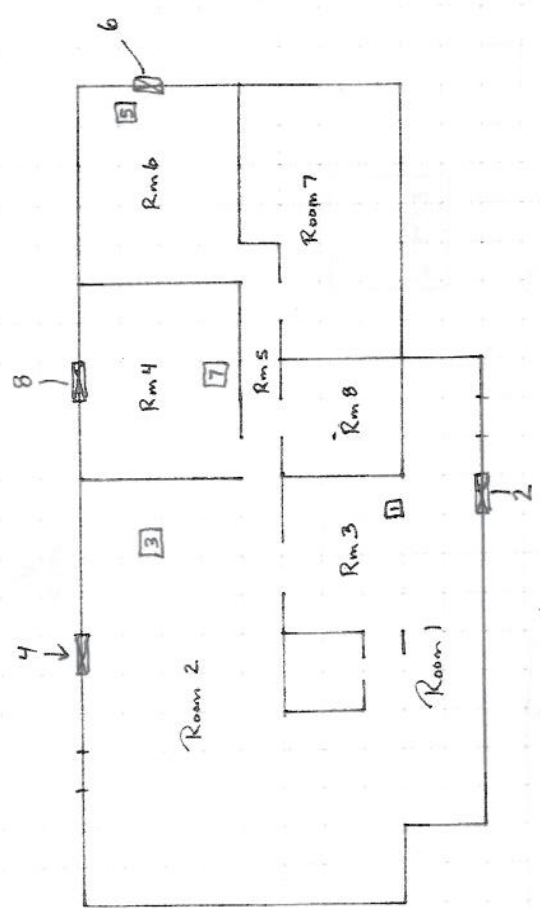
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APPENDIX C FLOOR PLANS



"SIDE C"

"SIDE D"



"SIDE B"

"SIDE A"

| | |
|---|--------------|
| Address: 14788 Phipps Road Hayward, WI | Date: 8-7-12 |
| | Page: 1 of 2 |
| | Floor: 1 |



Signature: *Ron Brant*

"SIDE C"



"SIDE B"

"SIDE A"

SIDE
A



| | |
|---|------------------------------------|
| Address: 14788 Phipps Road Hayward, WI | Date: 8-7-12 |
| | Page 2 of 2 |
| | Signature: Ron Bassett Floor: — |



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

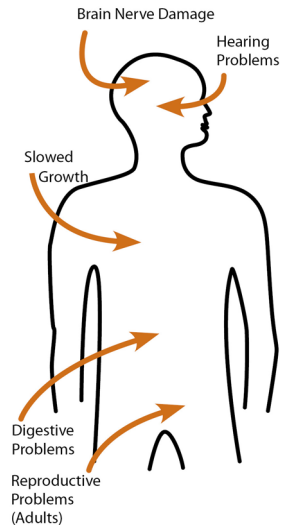
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).